

AGREEMENT BETWEEN
THE CITY OF MERIDEN
AND
MERIDEN POLICE LOCAL #1016
AMERICAN FEDERATION OF STATE,
COUNTY, AND
MUNICIPAL EMPLOYEES
AFL-CIO

July 1, 2014-June 30, 2017

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PREAMBLE

The following Agreement by and between, respectively, the City of Meriden, hereinafter referred to as the "City" and Local #1016 and Council #4 ; AFSCME, AFL-CIO, hereinafter referred to as the "Union", is designated to promote and maintain a harmonious relationship between the City of Meriden and such of its employees who are within the provisions of this Agreement, in order that a more efficient and progressive service may be rendered.

ARTICLE I **Recognition**

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time uniformed and investigatory members of the Police Department, including probationary candidates, with authority to exercise Police powers up to and including the rank of Captain and including Matrons and Meter Maids, but excluding the ranks of Chief, Deputy Chief and Major.

ARTICLE II **Payroll Deductions of Union Fees, Dues and Assessments**

The City shall weekly deduct Union dues, initiation fees and assessments from the earned wages of each employee in such amount as determined by the Union provided that no deduction shall be made from any employee's wage except when authorized by him on an appropriate form, a copy of which must be submitted to the City's Personnel Director. Such authorization shall be for the life of the Contract and shall be continued thereafter if a Contract exists between the City and the Union.

ARTICLE III **Union Security**

As a condition of employment, all full-time employees shall become and remain members in good standing of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law. All employees who are hired hereafter shall become and remain members in good standing of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law, on and after the completion of a period of six (6) months as a condition of continued employment provided that an employee may voluntarily join the Union during such period if he so desires.

ARTICLE IV **Management Rights**

Section 1. The City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative to manage the affairs of the City and direction of the working forces, including, but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- b) To establish or continue policies, practices and procedures for the conduct of City business and, from time to time, to change or abolish such policies, practices or procedures.
- c) To discontinue work processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the City's operations.
- e) To employ, transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City or the Department. In the event of a reduction in force, lay-off shall be in inverse order of hiring, and any recall to work shall be by seniority.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employee affected by them.
- g) To insure that incidental duties connected with departmental operations, whether enumerated in job description or not shall be performed by employees.
- h) To establish contracts or sub-contracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the City, it can be done more economically or expeditiously otherwise.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Chief of Police and the City Manager by virtue of Statutory and Charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE V

Employees to Receive Copies of the Contract

The City shall give to each employee and to each new employee when hired a copy of this Contract, an Identification Card and a copy of the Rules and Regulations of the Department. A copy of the contract shall be provided to each employee within forty-five (45) working days of the signing of the Agreement.

ARTICLE VI
Bulletin Boards

The City shall designate one bulletin board on the premises of the Police Department in the Squad Room for the purpose of posting notices concerning Union business and activities. This shall be an enclosed bulletin board with a lock and shall be furnished and controlled by the Union.

ARTICLE VII
Disciplinary Action

Section 1. Union Representation

When any employee is ordered to appear before the Chief for any violation of any department rule or regulation, personal or otherwise, which may result in disciplinary action, such employee shall have the right to be attended by the Local Union or any attorney of his choice.

The employee shall designate who will be his/her spokesperson prior to the beginning of the hearing.

Section 2. Compensation

Any employee who is ordered to appear before any superior officer or other City official outside of his normal work day shall be compensated according to Article XII.

Section 3. Reinstatement/Remedy for Discipline

Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages provided that any judgment that results from an appeal by an employee or the City shall prevail.

Section 4. Indemnification

Whenever a civilian complaint is made against a member or group of members of the Department relating to his or their conducts as an officer(s), or the manner in which such officer(s) discharges his duties, said member shall be entitled to be represented by the City of Meriden Law Department or other counsel of the City's choice in the event of any future hearing or inquiry as codified in CT General Statutes 7-101a.

ARTICLE VIII
Grievance Procedure

Section 1. Grievances

No permanent employee shall be removed, dismissed, discharged, suspended, fined or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, his or their wages, hours, conditions of employment or interpretation and application of Rules, Regulations and Policies of the Police Department, as agreed to hereunder, all of which wages, hours and conditions are controlled by this Contract, adjustments shall be sought as follows:

Section 2. Grievance Procedure

- a) This grievance procedure may only be utilized by the Union on behalf of its member(s) pursuant to state statutes.
- b) A grievance shall be processed in the following three (3) steps:

STEP ONE - Any employee who has a grievance shall reduce the grievance to writing and submit it to the Chief of Police or his designee within fifteen (15) days of the date of the occurrence or event causing the grievance. The Chief or his designee shall use his best efforts to settle the dispute. The grievance must state name or names of the aggrieved employee(s), class of employees or Union as a whole, the date the incident occurred, names of all persons involved, if known (i.e., supervisor or witness) and must cite the section(s) of the contract violated if a contract violation is claimed. The Chief's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within seven (7) working days of receipt of the grievance.

STEP TWO - If the complainant and his representative, if represented, are not satisfied with the decision rendered by the Chief of Police, the employee or his representative shall submit the grievance in writing within ten (10) working days to the Personnel Director. Within ten (10) working days after receiving such grievance, the Personnel Director shall render his decision in writing to the aggrieved employee and his representative.

STEP THREE - If the complainant and his representative are not satisfied with the decision rendered, he or his representative may, within fifteen (15) days, submit the grievance to the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such grievance in accordance with its rules and regulations and render a decision which shall be final and binding on all parties. In the event such grievance involves disciplinary action, the Board of Mediation and Arbitration will have the power to uphold the action of the City or to rescind or modify such action, and such powers shall include but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.

Alternate Step 3: Either party may request the option of taking a simple grievance stating a breach of no more than two contract articles to expedited arbitration. Mutual agreement is required and the request must be submitted within seven (7) days of the step two (2) decision.

- a) The mediation services of the State Board of Mediation and Arbitration may be used in second or third step grievance procedures provided both parties mutually agree on this service.
- b) If either of the parties related to the grievance process desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled.
- c) Time extensions beyond those stipulated in this Grievance Procedure may be arrived at by mutual agreement between the City and the Union and shall be in writing.

- d) Either party shall have the right to employ a public stenographer at any step in this grievance at its own expense.
- e) The Police Union shall be entitled to submit grievances in the name of the Police union in the same manner as is provided herein for employees.
- f) Employees and the Police Union shall have the right and choice of representation whenever representation is desired by either an employee or the Police Union.
- g) Time Limitation:

If a grievance is not submitted and/or appealed within the prescribed time limits, including the provisions for time limit extensions, it shall be deemed settled at the previous step. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, including the provisions for time limit extension, such grievance may be processed to the next step.
- h) The definition of working days as used in this Article shall mean Monday through Friday and shall exclude Saturday, Sunday and Holidays.
- i) Any hearings which may be held in the first three steps of this Grievance Procedure shall be closed to the public, including the press, unless both parties agree that it be an open hearing.
- j) In matters relative to disciplinary actions taken by the Chief, the Union may elect to grieve at Step 1 or Step 2 of the Grievance Procedure.

ARTICLE IX

Union Business Leave

Section 1. Negotiating Committee

The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of Contract when such meetings take place at a time during which such members are scheduled to be on duty. (If such meetings extend to within four (4) hours of the time such members are scheduled to be on duty, such member shall be relieved of duty with pay for that tour).

Section 2. Grievance Committee

The two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Union Business Days

Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business while attending Council, State or National Labor Conventions or educational conferences, Union meetings, or council conferences; provided that the total leave for the bargaining unit for the purpose set forth in this Section shall not exceed 75 working days per contract period. In no event shall this leave be granted to more than two (2) employees on duty on any given shift (a third employee who does not need to be replaced may also attend.) Proof of attendance and/or brochure may be required.

If an employee has a paid position with the national union this leave shall not cover such absences and his/her personal time must be used.

Section 4. Time Off for Executive Board Meetings

Two Executive Board members shall be allowed time off during duty hours with pay to attend Executive Board meetings. These meetings shall not exceed one per month and shall usually be held on the second Tuesday of the month.

ARTICLE X
Paid Holidays

Section 1. Holiday Pay/Premium

Each employee shall receive holiday pay defined as a day's pay for each of the following legally observed holidays; or an additional floating holiday in lieu of holiday pay for each of the following legally observed holidays. Each employee who works on a holiday shall in addition receive the rate of time and one half for the hours so worked. Each employee who works on Christmas Day, Thanksgiving Day and Independence Day shall receive double time rather than time and one half.

- | | |
|-----------------|------------------|
| New Year's Day | Good Friday |
| President's Day | Thanksgiving Day |
| Labor Day | Veterans' Day |
| Christmas Day | Memorial Day |
| Columbus Day | Independence Day |

Employees whose regular schedule is 5/2, except DARE and SRO, will be afforded a day off with pay plus the holiday pay for all holidays above, which fall on a regularly scheduled work day. In the event a 5/2 employee is required to work on a holiday they shall be compensated as above. Employees who do not normally report to work on a scheduled holiday (5/2) and the detective bureau will have the same choice as above.

Section 1a. Floating Holiday in lieu of holiday pay.

Employees may elect an additional floating holiday in lieu of holiday pay for each of the above holidays.

Thirty (30) days prior to the bid shift changes, each employee shall complete a Holiday Choice Form for the Holidays that fall in the upcoming bid cycle, the employee will make an irrevocable choice for either holiday pay or floating holidays in lieu of holiday pay.

Employees who elect to have additional floating holidays in lieu of pay, shall have such days added to their floating holiday bank at the start of the respective upcoming bid shift.

If an employee elects a day off it will be treated like a “floating holiday.” Only one (1) employee per shift may be off on a floating holiday except as specifically designated by the Chief of Police.

Employees who have been denied use of floating holidays in lieu of holiday pay, and are subsequently unable to use them before the end of the calendar year, shall be allowed to carry them over (up to a total of six (6)). This does not include the four (4) they receive at the beginning of each calendar year.

Section 2. Floating Holidays

- a. In addition to the holidays as set forth in Section 1 of this Article, each employee shall receive four (4) “Floating” holidays which he/she may take off with pay at his/her convenience, subject to the following restrictions: No more than seven-(7) days notice nor less than twenty-four (24) hours notice shall be given to the Chief or his designated representative prior to taking the holiday off. The first member to give notice shall be given preference. In the event of a conflict (i.e., two or more members give notice at the same time for the same date), preference shall be given the employee with the greatest amount of regular Police Department service. No more than one employee may be on a floating holiday, per watch, per day. Any employee who fails to use his floating holidays prior to the end of the calendar year shall forfeit the holidays. In unusual circumstances the Chief shall have the right to waive the foregoing restrictions.

- b. For employees hired after September 1, 2015 in addition to the holidays as set forth in Section 1 of this Article, each employee shall receive two (2) “Floating” holidays which he/she may take off with pay at his/her convenience, subject to the following restrictions: No more than seven-(7) days notice nor less than twenty-four (24) hours notice shall be given to the Chief or his designated representative prior to taking the holiday off. The first member to give notice shall be given preference. In the event of a conflict (i.e., two or more members give notice at the same time for the same date), preference shall be given the employee with the greatest amount of regular Police Department service. No more than one employee may be on a floating holiday, per watch, per day. Any employee who fails to use his floating holidays prior to the end of the calendar year shall forfeit the holidays. In unusual circumstances the Chief shall have the right to waive the foregoing restrictions.

Section 3. Unforeseen Holidays

In the event of an unforeseen national or state holiday that is declared as such and is in fact celebrated by the municipality, each employee shall receive an additional day of holiday pay, whether or not the employee worked on said date.

ARTICLE XI **Work Week**

Section 1. Work Week

The regular work week for all employees in the bargaining unit shall average not more than forty (40) hours computed over a period of one (1) fiscal year based on the following schedule. The work schedule for all members of the bargaining unit shall be a constant repetition of four (4) consecutive eight (8) hour days worked, followed by two (2) consecutive days off except as stated in Section 3 of this Article.

4 & 2 work schedule: A continuous work schedule of four (4) consecutive eight (8) hours worked, followed by two (2) consecutive days off.

Section 2. Work Shifts and Hours of Work

Employees may bid for one of the following work shifts and hours of work, according to the bidding process outlined in Section 4.

- 1st Watch:** 11:00 p.m. to 7:00 a.m. (primary patrol shift)
12:00 a.m. to 8:00 a.m. (overlap patrol shift)
10:00pm to 6:00 am (overlap shift)

- 2nd Watch:** 7:00 a.m. to 3:00 p.m. (primary patrol shift)
8:00 a.m. to 4:00 p.m. (overlap patrol shift)
6:00am to 2:00 pm (overlap shift)

- 3rd Watch:** 3:00 p.m. to 11:00 p.m. (primary patrol shift)
4:00 p.m. to 12:00 a.m. (overlap patrol shift)
6:30 p.m. to 2:30 p.m. (overlap patrol shift)
2:00pm to 10:00pm (overlap shift)

One Officer and one Supervisor per shift may bid for early (overlap) bid by seniority.

DEFINITIONS:

Patrol Watch: Refers to the 8-hours work shift that the employee is assigned to, based on bidding, regardless of the actual starting time of the employee. (The words watch and shift are interchangeable).

Day Off Grouping: Refers to one of three (3) day off groupings for employees who are assigned to a 4 and 2 work schedule. Day off groupings are referred to as Group 1, Group 2, or Group 3.

Squad: Employees are assigned a Squad according to their day off grouping. Employees share the same four workdays as the Sergeant assigned to that Squad.

Flex Schedule: Captains who are assigned to Patrol Services shall be allowed to vary their starting times and work a flexible work shift, depending on the needs of the Department, with the approval of the Chief of Police and with the consent of the employee.

5 & 2 work schedule: A continuous work schedule of five (5) consecutive eight (8) hours worked, followed by two (2) consecutive days off, with fixed days off each week, as indicated in the chart below.

Work Week: A work period shall consist of one (1) work week. The work week shall commence on Sunday at 12:01 a.m. and end the following Saturday at midnight.

Flex Hours: Patrol officers assigned to a particular Watch, shall be permitted to flex their hours on a given workday and work a different work shift and/or hours of work, to the extent permitted by the provisions of Article XI, Section 4.

Seniority: For the purpose of bidding, seniority is determined according to the provisions in Section XXI, Seniority.

The Chief of Police has the sole prerogative to determine how many employees (Patrol Officers and Supervisors) will be assigned to each of the above hours of work as stated in Section 2 above (primary and overlap patrol shifts). When staffing permits, a minimum of fifteen (15) patrol officers shall be assigned to each Watch. Other hours of work may be established with the approval of the Chief of Police, the Union, and the employee, providing this section shall not be used for purposes of undermining the bargaining unit, nor to impair the efficient management of the Department.

Section 3. Work Assignments

Employees assigned to Patrol Services shall be allowed to choose their primary work shift and hours of work according to their seniority (time in rank). However, the City and the Union understand and agree, that from time-to-time that there may be extraordinary circumstances, events, and/or reasons, where the right of such employee may be denied.

Likewise, the Chief of Police may also temporarily assign employees working in Patrol Services to a particular work shift and/or hours of work, up to a four (4) month duration, on the basis of personal hardship or exceptions. (Personal hardships, extraordinary circumstances, events, reasons, and/or exceptions, may be granted with the approval of the Chief of Police and the Union, providing these exceptions shall not be used for purposes of undermining the bargaining unit, nor to impair the efficient management of the Department. The granting, or denial, of such decisions, shall not be subject to the grievance procedure as long as the reasons meet those above and are clearly stated). Employees requesting such consideration shall make their request in writing to the Chief of Police.

The work schedule and hours of work for all employees are as follows:

RANK	ASSIGNMENT	WORK SCHEDULE	DAYS OFF	WORK SHIFT/ DETERMINED BY
Patrol Officer	Patrol Services	4 & 2	Rotates	Bid by Seniority
Canine Officer	Patrol Services	4 & 2	Rotates	Bid by Seniority
Patrol Officer	Court Liaison Unit	5 & 2	Sat / Sun	7:00 a.m. to 3:00 p.m.
Patrol Officer	School Resource Officer (assigned to a school during the school year)	5 & 2	Sat / Sun	7:00 a.m. to 3:00 p.m., or 8:00 a.m. to 4:00 p.m., depending on the needs of the school.
	School Resource Officer (assigned to Patrol Services (during the summer))	4 & 2	Rotates	Chief of Police
Detective	Major crimes, special investigative bureau, special crimes, and identification unit	5 & 2	Sat / Sun or Weekdays	7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m.
			Sat / Sun	3:00 p.m. to 11:00 p.m. 4:00 p.m. to 12:00 p.m.
Sergeant	Patrol Services	4 & 2	Rotates	Bid by Seniority
Detective Sergeant	Major crimes, special investigative bureau, special crimes and identification unit	5 & 2	Sat / Sun	7:00 a.m. to 3:00 p.m. 8:00 a.m. to 4:00 p.m. 3:00 p.m. to 11:00 p.m. 4:00 p.m. to 12:00 p.m.
Lieutenant	Patrol Services	4 & 2	Rotates	Bid by Seniority
Detective Lieutenant	Major crimes, special investigative bureau, special crimes and identification unit	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m.
Captain		5 & 2	Sat / Sun	Flex Schedule
	Professional Development Unit	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m.
	Professional Standards Unit/ Scheduling	5 & 2	Sat / Sun	7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m.
	Parking Enforcement	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m.
	Motorcycle Officer	4 & 2	Rotates	8:00 a.m. to 4:00 p.m. 1:00 p.m. to 9:00 p.m. or any regular patrol hrs.
	Internal Affairs Unit	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m.

Records		5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m.
	Adjutant to Chief	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m. or flex schedule
	External Affairs Unit	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m. or flex schedule
Lieutenant/ Captain	Task Force Supervisor	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m. or flex schedule
Sergeant/ Lieutenant	Special Operations Tactical Unit	5 & 2	Sat / Sun	8:00 a.m. to 4:00 p.m. or flex schedule

The Meriden Police Union and the City agree not to contest the civilianization of the Training Coordinator and Scheduling Clerk positions. It is agreed that this is shared work and as such off hour/absences will be covered by Local 1016.

This does not waive the Union’s right to contest other civilianization, however, is being agreed upon as the Union recognizes the need for savings in the current budget and keeping police officers on the street. This, in no way, warrants the city’s argument that civilianization in these cases meet the rules under MERA.

There will always be one (1) light duty position (includes off duty injuries) available in scheduling.

Section 4. Shift Bids

Patrol Officers, Sergeants, and Lieutenants, assigned to Patrol Services, will be allowed to bid for their work shift and hours of work according to the provisions of Section 3. Probationary employees shall not have any bidding rights, and shall be assigned as determined by the Chief of Police, and shall remain in their assignment until the end of the 4-month bid cycle, if the end of their probation occurs within sixty (60) days of the completion of the 4-month bid cycle. Otherwise the employee shall be transferred and the vacancy shall be filled as indicated below.

Shift bids will be for a four (4) month duration as follows:
 January 15th to May 14th
 May 15th to September 14th
 September 15th to January 14th

Bid notices shall be issued no later than forty-five (45) days in advance of the next shift change.

Employees shall have fifteen (15) days to submit their bid, indicating their choice of work shift and hours of work. Employees cannot choose their day off grouping. Employees shall be given the opportunity to indicate their 1st, 2nd, and 3rd choice by priority. Employees on extended leave shall be entitled to submit their request prior to the official notice date. Employees desiring no change in work shift or hours of work must still submit a bid form. Any employee who fails to submit a bid request may forfeit their right to bid for the coming 4-month work cycle, and will be assigned as determined by the Chief of Police.

The Department shall post all bids, indicating the work shift (Watch), hours of work, and day off grouping (Squad) at least fifteen (15) days in advance of all changes.

Employees, who are awarded their bids, thus resulting in a change of work shift, hours of work, and/or work group, will be allowed to complete their current work cycle including their days off prior to the beginning of their bid cycle. All transfers shall take place within seven (7) days of the start of the new 4-month bid cycle.

If the Chief of Police decides to fill a vacancy on a particular work shift, hours of work, or work group, during the 4-month period, for reasons such as the retirement, resignation, reassignment, promotion, long-term absence, or dismissal of an employee, the position shall be filled for the duration of that bid cycle, as follows:

1. Reassignment of a Probationary employee
2. Reassignment of an employee, based on seniority, who had bid for that particular work shift and/or hours of work during the last bid process.
3. Reassignment of an employee based on reverse seniority. Exceptions for personal hardship may be granted, as indicated above.

Upon successfully bidding to a particular work shift and/or hours of work, employees must remain in their assignment until the completion of the 4-month bid cycle, unless promoted or assigned to a five and two work assignment, i.e., a non-patrol duty assignment. Once assigned, employees shall be prohibited from swapping their assignment (work shift, hours of work, and/or work group) with another employee.

To prevent the bid shift and the rights of seniority from being circumvented, employees will be allowed to swap a work shift, in whole or in part, with another employee once during each work cycle (4 consecutive work days), unless permitted otherwise by the Chief of Police. However, the Chief of Police shall have the right to limit the frequency of shift swaps for those employees who demonstrate that they are either using this provision to circumvent the seniority rights of other employees, or have developed a pattern of swapping that indicates that they have created a work schedule that is not consistent with the contractual work schedule.

If an employee does not repay the Swap he has agreed to more than twice in one (1) year period, he will be prohibited from swapping for 1 year from the second instance.

Employees will be able to flex their work shifts and/or hours of work, generally for operational effectiveness, with the approval of the Chief of Police. Such reasons include, attending meetings, or following-up on a particular crime problem/investigation or quality of life issue, and for other purposes, when the granting of such requests will not result in a reduction of staffing below the minimum levels established by the Chief of Police. When granted, such adjustments shall be determined on a "first-come first-served" basis.

Relatives (e.g. husband, wife, father, son, brother, sister) shall not be assigned to the same shift where they would function in a supervisor subordinate relationship. Any relations presently employed in such capacity shall continue in the present assignment until such time as one or the other is promoted (or changes shift or assignment). In future conflicts over shift/assignment; seniority shall prevail.

Section 5. Patrol Assignments

Patrol Officers assigned to Patrol Services may utilize a variety of patrol tactics, including the use of foot patrol; bicycle patrol; canine patrol, motorized patrol, consisting of a marked or unmarked police cruiser, motorcycle, or ATV, depending on the circumstances as provided by the Chief or his designee.

Section 6. Detectives

All Detectives in the Major Crime Unit, below the rank of Sergeant shall work a five-day (5) workweek with two (2) consecutive days off, usually Saturday and Sunday, except as described below. Detectives shall rotate between the 2nd and 3rd Watch, working one twenty-eight (28) day period on the 2nd Watch (weekends off); one twenty-eight (28) day period on the 2nd Watch (weekdays off); followed by one twenty-eight (28) day period on the 3rd Watch (weekends off), and work the hours as indicated above.

Detectives may be assigned to other hours of work as provided in Section 3, Work Assignments.

It is understood that no acting detective supervisor's pay shall be paid where there is no Sergeant on the 3rd Watch.

Section 7. School Resource Officers

School Resource Officer (SRO) is a uniformed assignment, not a promotion, part of Patrol Services, and as such, employees can be moved back to regular patrol by the Chief of Police with twenty-eight (28) days notice.

SROs will work the work shift and hours as depicted in the chart in Section 3, however, in the event there is a school function, such as PTA meetings, fund raising events, etc., outside of the established work hours or days, the SRO will be expected to notify the Chief of Police, or designee, and change/flex his/her hours to accommodate such functions.

In the event an SRO is needed at a school function and cannot flex his/her hours, time spent will be either compensatory time or overtime at one and one-half (1½) hours, per hour worked in excess of the normal work week.

SROs shall submit their schedule to the Chief of Police, or designee, on a monthly basis. Approval of such schedule is at the discretion of the Department. Changes to the schedule should be cleared through the Chief of Police, or designee. SROs should show preparation time, office hours, functions, etc., on their schedule. Attendance at roll call is at the Department's discretion. The Department may designate an alternate check-in to meet the roll call requirements.

At events where an officer has traditionally been used for private duty, the SRO may be there in addition to the officer(s) hired on private duty, (i.e., dances, large sporting events, graduations, etc.).

SROs shall submit their school's calendar to the Chief of Police, or designee, at the beginning of the school year. When school is not in session due to scheduled vacations, closed because of inclement weather, or cancelled early for the day, the SRO will report to the Chief of Police, or designee, for an assignment in patrol. The Chief of Police, or designee, will determine the specific assignment, according to the Department's needs.

SROs may work in plain clothes when deemed necessary by the Chief of Police, or designee, to address specific problems in their school, the surrounding neighborhoods, or while engaging in such SRO duties as attending meetings within the school while on duty, and while attending other school functions, with the permission of their supervisor.

SROs may also work in plain clothes while assisting Detectives with investigations and undercover surveillance, which are specific aspects of a SRO's job duties, even though it is not intended for an SRO to be a substitute for detectives, or to remove assignments from detectives units.

Section 8. Canine Program

Up to three (3) canine handlers selected and assigned to Patrol Division. Canine handlers will bid separately from other members of Patrol. Canine handlers work a 7 hour work shift with 1 hour of paid time for training, canine feeding, grooming, and care. Canine members will be issued an assigned police vehicle suitable for the canine and all equipment for handling the canine. Canine handlers will bid for the following shifts:

900 – 1600, 1600 – 2300, 2300 – 0600.

Canine handlers will be released from patrol duties at least one day per month to attend canine training sessions.

Any member selected as a canine handler shall reside within a 30 minute response time. Members selected as a canine handler must commit to three years as a patrol officer handling the canine. Canine handlers must be patrol officers.

Canine handlers responding to a call in must respond within thirty (30) minutes.

Section 9. Crime Suppression Unit

Effective March 15, 2005 a Crime Suppression Unit shall be established consisting of up to three (3) Detectives, three (3) Patrol Officers, and one (1) Detective Supervisor as the Unit Commander. The Crime Suppression Unit shall be part of the Detective Division.

The Crime Suppression Unit shall have responsibilities regarding robberies, narcotics, and vice crimes.

If there are patrol members of the Crime Suppression Unit they shall serve for at least one hundred twenty (120) days prior to transfer.

The Crime Suppression Unit shall have the following hours of work on a 5/2 schedule:
6:00pm to 2:00am, or flex as needed.

The Crime Suppression Unit is not intended to circumvent the normal operations of the Detective Division and patrol members so assigned shall not perform duties normally performed by Major Crimes, Evidence, Special Crimes, or other Detective assignments.

The Crime Suppression Unit is normally a plainclothes assignment for Patrol personnel so assigned. Patrol Officers may be required to wear duty uniforms and equipment on occasion. All members assigned shall be issued concealment holsters and other equipment required for non-uniformed assignments.

Section 10. Corporal Position

This position is available beginning May 1, 2016 to the top ten (10) Union members assigned to the Patrol Division as police officers with fifteen (15) or more years of commendable service, as determined by the Chief of Police and upon recommendation of the members' immediate supervisors, Watch Commander, and Command Staff. The member must request consideration for the position, in writing, and forward the request to the Chief of Police through the appropriate Chain-of-Command.

The position does not have any supervisory responsibility or any authority beyond that of a senior patrol officer. Corporals will not be eligible for any supervisor overtime, nor will they receive any type of compensation or pay raise. The position will not require testing, only the completion of fifteen (15) years of commendable service as a senior patrol officer assigned to the Patrol Division.

The benefit of the position is to identify the member as a senior officer within the Patrol Division who has been recognized as a member in good standing, as determined by the Chief of Police and upon recommendation of the member's immediate supervisors, Watch Commander, and Command Staff. The member, upon appointment by the Chief of Police, may replace his/her badge and name tag with the Corporal designation. The appointed member may also wear the Corporal designation (two stripes) below the shoulder patch on his/her uniform shirt. The member will pay for the Corporal designations out of his/her annual clothing allotment. The Chief of Police may revoke the member's appointment to the position of Corporal based on poor performance and/or discipline resulting in suspension.

Section 11. Reporting Time and Roll Call

Employees shall report to work at the Department, unless directed otherwise, and be fully dressed, equipped, and ready for duty at the start of their assigned work shift. Employees assigned to Patrol Services shall report directly to the Roll Call Room. All other employees shall report to their work area.

Employees shall remain on duty, fully dressed and equipped, until the end of their work shift. Employees assigned to Patrol Services shall not go off-duty until the oncoming work shift is present. Unless so authorized all employees shall go off duty at the end of their respective shift.

All employees shall be allowed a thirty (30) minute meal break during each eight (8) hour tour of duty, provided the employee actually works a minimum of six (6) hours during the shift. The Department shall prescribe the meal period for all employees. The meal period is part of the eight (8) hour worked, thus, employees are considered in a paid, on-duty, work status while on meal breaks, and may be subject to calls, if no one else is available. It is the responsibility of Shift Commanders and Unit Supervisors to ensure that every employee is provided a meal break.

Section 12. Meal Period and Break Period

Each employee shall be granted a 30 minute meal period for every 6 hours working. Each employee shall be granted a 15 minute break during the same 8 hour work period. Employees who fail to request break or meal shall be deemed to have forfeited the break for that period.

Section 13. Comp Time

All employees shall be permitted to earn compensatory time at the rate of time and one-half (1 ½) in lieu of overtime. Comp time shall be requested eight (8) hours in advance of the start of the employees assigned hours of work. Comp time shall otherwise be treated like a vacation day, however, the Chief of Police may regulate the number of employees that may be off on comp-time on any given work shift and/or assignment. Employees are permitted to carry a maximum of forty-eight (48) hours of comp-time on the books.

An employee may, with twenty-four (24) hours notice, request to take comp time in increments of two (2) or more hours. Such request will be allowed if there is no replacement cost for the officer's time off. An employee is not permitted to a lunch break if they utilize comp during their shift.

Employees shall be allowed to do a "comp-for-comp" switch with another employee, in which the employee will give authorization for the employee working his/her work shift, to be credited with twelve hours (12) from his/her comp-time bank. Prior notification and approval is required before this type of swap if allowed.

All comp-time accumulated during the calendar year, January 1 to December 31, must be taken by March 31 of the following year, and if not, the Department reserves the right to require to have employees schedule comp days off during the period from April 1 to June 30, for any such hours earned in the previous year and remaining on the books after March 31.

Any such hours earned in the previous year and still remaining on the books due to employee not being allowed to take it by June 30 shall be paid out to employees at the hourly rate of pay the time was earned at. Upon retirement, any comp-time hours still remaining on the books shall be paid to employees at the time it was earned at.

Section 14. Neighborhood Initiative

Neighborhood Initiative is a uniformed patrol assignment and as such the officer's primary duties are law enforcement. Officers must volunteer for the appointment to be a Neighborhood Initiative Officer. While the intent of Neighborhood Initiative is for officers to respond to the needs of their assigned area, officers are still members of the patrol division and as such they may on occasion, be needed to perform Patrol Division work. The job description is that of a patrol officer. In addition to this description, the Neighborhood Initiative Officer shall organize the community, plan and institute community based efforts to eliminate problems and work with other agencies and city departments.

Neighborhood Initiative officers will work in plain clothes if necessary by the officer and approved by his supervisor to address specific problems of the neighborhood or while engaging in such Neighborhood Initiative duties as attending meetings within the community while on duty and attending other neighborhood functions with the permission of the supervisor. Neighborhood Initiative Officers may also work in plain clothes while assisting the detective bureau with investigations and undercover surveillance which are specific aspects of the Neighborhood Initiative Officer's duties. It is not intended that the Neighborhood Initiative Officers be a substitute for detectives or to remove assignments from the detective division.

Neighborhood Initiative Officers will normally be assigned to work 0800 to 1600, 1600 to 2400 hrs. and will attend roll call to increase the exchange of information and to increase the effective communication among line patrol officers and their supervisors. Neighborhood Initiative Officers may also work 1800 to 0200 hrs., 0700 to 1500 hrs.; 1500 to 2300 hrs. The shift will be determined in conjunction with the community, their supervisor, who shall have the right to reject a proposed schedule and suggest a change to the schedule where a documented need of the community demonstrates that coverage is needed. The decision to reject an officer's proposed schedule shall be based in even parts, on the needs of the community, officer and supervisor. If an officer believes that the needs of the community were not taken into consideration in a suggested change by the supervisor, the officer may raise this point with the captain in charge of patrol/Neighborhood Initiative and thereafter may challenge the decision through the grievance process contained herein. The Department may require that a Neighborhood Initiative Officer work up to two non-day shifts in a five (5) day period if the community has such a need. Schedules will be presented to the supervisor in at least 28-day increments (with the understanding that changes may need to occur due to the needs of the community, such changes will be communicated to the Supervisor, Scheduling Officer and Training Officer.)

Neighborhood Initiative Officers agree to be available to address specific emergency concerns that may arise in their respective neighborhoods on short notice. It is the responsibility of the Neighborhood Initiative Officer, in partnership with their communities, to have flexibility to handle these problems outside the hours stated above.

Article XII (Overtime) of the collective bargaining agreement will apply, except as noted below.

Additionally all Neighborhood Initiative Officers involved in specific Neighborhood Initiative activities/events and these activities/events occur outside his/her normal working hours, he/she may elect to be compensated for this time either at a rate of pay based on time and a half, or compensated with time off to be calculated at a rate of one and a half hours of compensatory

time for each hour actually worked. There shall be no more than forty eight (48) such hours accrued and when such an officer elects to use comp time it shall be taken in intervals of no less than four (4) hours. Any compensatory time above the forty eight (48) hours maximum accrual shall be paid exclusively at the overtime rate of time and one half. Neighborhood Initiative Officers will record their time on a form provided by the Department.

When a Neighborhood Initiative Officer has a neighborhood meeting that he/she is required to attend, then the officer will attempt to change his/her schedule to accommodate the meeting. However, there may arise unforeseeable events that would prevent this change from occurring. If this were to occur, above will apply.

Neighborhood Initiative Officers will have the authority to identify and attempt to solve problems with the community using appropriate police protocols and procedures.

Criminal investigations will be forwarded in the same manner and to the appropriate division, however, it will be the responsibility of the Neighborhood Initiative Officer to identify the cause and source and work towards preventing a reoccurrence. Neighborhood Initiative Officers will choose the best mode of transportation for working on a shift. However, it is the officer's responsibility to interact face to face with the public he/she serves. Officers who primarily use only their patrol car as the mode of transportation may be given specific direction by the supervisor as to how to work on the shift.

Section 15. Other Assignments

The City agrees to maintain two (2) employees in an open slot in at least one of the following statewide units at all times:

- Statewide Narcotics Task Force
- Computer Crime Task Force
- Auto Theft Task Force
- Organized Crime
- Gang Task Force
- Terrorism Task Force
- Any other state, federal, or regional Task Force.

In the event an employee is removed from the unit and brought back to the department, the City will have sixty (60) days to fill another slot.

ARTICLE XII

Overtime

Section 1. Overtime Rate/Private-Duty Rate

Whenever any employee works in excess of eight (8) hours per day or in excess of his normal work week, he shall be paid overtime at the rate of time and one half for all such hours worked. Hours where the City is reimbursed for Police Services performed shall be paid at the time and one-half rate for top step patrol officers.

Section 2. Overtime Minimum Hours

Employees who may be required to return to duty to perform overtime duties on a regular working day, and/or when such hours are not contiguous with the regular shift hours, shall be paid not less than four (4) hours pay at time and one half. Work assignments where the City is reimbursed shall be for a minimum of four (4) hours pay at the time and one-half rate for top step patrol officers. For the purpose of this provision, a regular working day shall be an entire twenty-four (24) hour period commencing at midnight during which the employee is scheduled for a regular tour of duty. This provision shall include personnel on the 12:00 a.m. to 8:00 a.m. and 11:00 p.m. to 7:00 a.m. shifts.

Officers who are called in will be paid from the time they are called, as long as they report within thirty (30) minutes of said call. This language does not increase the 4 hour minimum; it is included in the 4 hour minimum.

An officer who reports more than thirty (30) minutes after the initial call will be paid from when he/she actually reaches the station or assigned location.

Section 3. Extended Tours of Duty

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment. When an employee works overtime for a period which is less than one (1) hour, he/she shall be paid at the rate of time and one half in accordance with the following formula:

Less than 15 minutes	No overtime pay
15 – 30 minutes	One half hour overtime pay
31 min – 1 hour	One hour overtime pay

Section 4. Overtime Rotation Lists

In all overtime assignments, regular members of the department shall be given preference, and shall be allocated by means of a rotation system. As overtime becomes available, assignments shall be offered on a rotation basis. Those employees accepting overtime and those employees who reject such overtime shall be placed at the rear of the rotation system, unless the officer cites a lack of child care on non-day shift hours or has a scheduled vacation. Any employee may make a request to the Chief to remain at the top of the list in extraordinary circumstances.

The City of Meriden agrees that the Private Duty list will be used for guarding hospitalized prisoners.

Section 5. New Employee Overtime

New employees to the department who indicate their desire for such overtime work shall have their names placed at the rear of the rotation system.

Section 6. Overtime on Days Off

Any employee who works on his/her day(s) off shall be paid at the rate of time and one half for all hours so worked with a minimum of four (4) hours overtime being paid.

For an employee who is subpoenaed or needed for an interview for a case on his/her regular scheduled work day (but not shift), he/she will be paid OT for all hours necessary to be in court or speak to the prosecutor. The officer may, if the appearance is less than four hours, stay and work the remaining time.

Section 7. Overtime Rate Computations

For the purpose of computing overtime only, the regular hourly rate shall be determined by dividing the employee's annual salary by 1950 hours.

Section 8. Shift Premium Pay

Employees required to work the hours from 4:00 p.m. to midnight or from midnight to 8:00 a.m. shall receive, in addition to their regular pay, a premium pay for this work. The amount of premium pay shall be as follows:

Shifts starting between 3:00 p.m. to 7:00 p.m. and ending between 11:00 p.m. – 3:00 a.m.	Seven percent (7%) per hour
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Shifts starting between 11:00 p.m. – 1:00 a.m. and ending between 6:00 a.m. – 9:00 a.m.	Six percent (6%) per hour
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Premium pay shall not be paid for any shift worked between 7:00 a.m. and 3:00 p.m. or 8:00 a.m. and 4:00 p.m. and employees working these shifts shall not receive premium pay for hours worked into the next shift.

Section 9. Prisoner Search/Processing/Translation

When it becomes necessary to hire an officer to conduct a search of an arrested female prisoner (female officer only) or if it becomes necessary to translate, process, or assist a victim of a crime, that officer will receive four (4) hours of overtime pay.

- a) Such an officer who is hired for such overtime will respond to headquarters as soon as possible to complete the assignment. Uniform is optional.
- b) Upon completion of the assignment the officer will be "on call" for the duration of the remaining hours and if required will respond back to headquarters for similar work.
- c) Officers will be hired in the customary manner off the list provided by scheduling.

Section 10. Administrative Leave or Administrative Duty

- a) Except as provided in subsection B below, an employee who is placed on administrative leave or duty, due to an arrest or other circumstances where an

employee is prohibited from carrying a firearm, shall receive their base pay only for the duration of the administrative leave or administrative duty. If on administrative duty, the officer shall be allowed to work any open slot in entry or the desk. In case of a supervisor, if no slot is available they may use accrued time or unpaid leave. The city is under no obligation to find work for an officer without the ability to carry a firearm. If a slot is not available they must use accrued time or unpaid leave. An officer who is unable to carry a firearm for more than 9 months may apply for leave of absence either unpaid or paid (using any accrued time) for up to 3 more months. An officer who is unable to carry a firearm for more than 12 months will be terminated. He/she may reapply to the department upon obtaining his right to carry a firearm and may, if qualified, fill a vacancy.

- b) An employee put on administrative leave or administrative duty due to any on – duty incident shall be allowed pay based on the previous twenty-six (26) weeks average for that employee, except when the Chief and Personnel Director believe the member has committed a serious policy violation or crime which could result in a suspension of more than 30 days or termination, or has been charged with a violent felony or domestic violence crime while off-duty. In these cases, the City may withhold the overtime portion and the employee will receive base pay only. Employees who are not paid their overtime average and subsequently receive disciplinary action of a 30-day suspension or less and have no criminal charges sustained against them, shall be paid lost overtime wages based on the twenty – six week average. The City shall use its best efforts to expedite any administrative or criminal investigation.

Section 11. Mandatory Overtime

All mandatory overtime will be done by inverse seniority and all new employees assigned to the patrol division at full capacity will automatically be placed to the top of the mandatory list.

Once an employee assigned to the patrol division is ordered to complete a mandatory overtime shift, the employees name will be removed from the “master list” and placed on a separate list, as completing a mandatory shift. (As is in most mandatory overtime situations, the need to mandate employees occurs within hours of the situation that makes it necessary to mandate employees assigned to the patrol division (sick call). Therefore, mandated employees will be taken from the prior shift by using the above mandatory overtime list. The mandated employee may utilize the chain of command to request not to work the mandated overtime shift and may be granted an exception to the mandatory overtime shift if there is an exceptional circumstance, if so, his/her name will remain at the top of the list. (Example: mandated employee has a family situation, travel plans, etc.)

Any mandatory overtime called less than eight (8) hours prior to the shift (double time holiday’s already in place will not earn additional time), will be paid at a rate of double time. Where the officer has already worked a shift on Christmas Day, New Year’s Day or Independence Day and

he/she is mandated for another shift on the holiday the mandated employee will also receive an additional floating holiday.

The City will maintain a separate list for supervisors assigned to the patrol division and mandate supervisors assigned to the patrol division as prescribed above.

All employees assigned to the patrol division will only be required to complete mandatory overtime according to their ranks (example: a patrolman assigned to the Patrol Division will not be mandated on overtime to replace a supervisor or act in a supervisory capacity, but there will be no distinction between a sergeant or lieutenant when it becomes necessary to mandate a supervisor).

Supervisors at the rank of Sergeant and above who are not working on the day of a mandatory supervisor's meeting (held up to 2 times per year, with at least two(2) weeks' notice) will be expected to attend (unless they have an excused absence) and will only be paid the minimum 4 hour overtime.

Section 12: Emergency Mobilization

In the event the City Manager or his designee declares a Citywide, State wide or national emergency which affects Meriden, the Department may mandate employees in regardless of the shift they are working or day off. Employees will be paid simple overtime up to the first sixteen (16) hours.

ARTICLE XIII

Training

Section 1. Mandatory Certification, Schedule Changes, Transportation

- a) The Police Department shall provide and/or schedule all mandatory certification training to allow officers to remain certified. It is the responsibility of each officer to maintain his/her certification and to attend such mandatory training as is necessary. The Police Department will pay for this training.
- b) The training supervisor shall have the right, with no less than fourteen (14) days notice, to temporarily change an officers day off and shift, up to six (6) times per fiscal year, in order to attend mandatory training. In lieu of travel time, if an officer is scheduled to attend mandatory training outside the City of Meriden, a cruiser will be provided to those attending to be used for transportation to such training.
- c) If no cruisers are available, the officers will be compensated for mileage at the IRS rate.
- d) If mandatory training is outside of a thirty (30) mile radius (one way) the officer will be compensated at time and one half for the total amount of time over eight (8) hours pursuant to FLSA.

- e) If mandatory training falls on an officers day(s) off, he/she will be given another day off in coordination with scheduling within thirty (30) days.
- f) Employees on vacation or on normal weekly days off shall not normally be expected to participate in seminars being held during said period. Any employee requesting to attend seminars on a regular day off, or while on vacation shall be compensated at his straight hourly rate for the time actually spent attending said training and/or sessions. Employees required to attend training seminars on a regular day off or while on vacation shall receive not less than eight (8) hours pay at time and one half. The midnight to 8:00 a.m. shift employees shall not be required to attend said training sessions and/or seminars unless the time period for such training sessions and/or seminars are contiguous with their normal hours of work or unless they choose to attend.

Section 2. Language Training/Compensation

- a) The City may offer employees Spanish language training or sign language on a voluntary basis. No additional pay for the training will be paid. The City will allow flexibility in scheduling to attend if possible.

Employees who attend Spanish language training through an outside educational class such as a continuing educational program shall be reimbursed through Article XXX, Education Incentive and Reimbursement Program.

- b) Employees who are fluent in Spanish or sign language who wish to provide services to the City as a translator for non-English speaking or non hearing matters, shall receive an additional bilingual services pay at a rate of twenty (\$20.00) dollars per week. Said bilingual services pay will begin thirty (30) days after application to the Director of Personnel.

Employees must remain fluent in Spanish or sign language and may be tested at the City's discretion.

The Chief of Police may add additional languages, at his discretion, as needed by the Department.

Section 3. FTO Pay

Any employee acting as an FTO will receive one additional hour of straight time pay per day while assigned as an FTO to a recruit.

ARTICLE XIV
Acting Officers

Section 1. Acting Pay Rates

Whenever any employee has worked in a higher classification than his regular classification, i.e., Acting Captain, Acting Lieutenant, or Acting Sergeant, such employee for each day of such service shall receive the rate designated in Step E of the higher classification in which he serves in this Acting capacity.

Section 2. Long-Term Absences

- a) All acting assignments of shift commanders (Lieutenants) for no longer than 28 day work period shall be offered to sergeants on the shift in the order that such names appear on the last appropriate promotional eligibility list.
- b) When the department is apprized in advance that a shift commander (Lieutenant) will be absent due to sickness or injury for more than the 28 day period, such acting assignment shall be offered to the Sergeant who ranks highest on the last appropriate promotional eligibility list.
- c) If the last promotional eligibility list is exhausted, such assignments shall be offered to qualified employees as provided in a) or b) above, provided, however, management shall have the right to designate the employees qualified for said acting assignments. The eligibility list to be used for this purpose shall be made available to the union.

ARTICLE XV
Vacations

Section 1. Time Based on Years of Service

Each employee who has completed one (1) year but less than five (5) years of continuous municipal service shall receive two (2) weeks of annual vacation leave with pay; each employee who has completed five (5) but less than ten (10) years of continuous municipal service, shall receive three (3) weeks of annual vacation leave with pay; each employee who has completed ten (10) but less than twenty (20) years of continuous municipal service shall receive four (4) weeks of annual vacation leave with pay, and each employee who has completed twenty (20) or more years of continuous municipal service, shall receive five (5) weeks of annual vacation leave with pay.

Continuous service is only broken through resignation or retirement.

Effective December 31, 2008 employees can automatically carry over a maximum of 1 ½ times their vacation allotment as of December 31st of each year (no paperwork necessary). Accrued time above the 1 ½ times will be forfeited.

Employees with more than 1 1/2 times their allotment due to a comp injury or other bonafide issue may request by December 1st, to carry over additional time at the City's discretion.

Request forms need to be approved by the chief and Personnel Director on or before December 1st of each year and employee must assure a copy is in their file or no carry over will be allowed.

Section 2. Vacation Days Granted In January

- a) Vacation allowance as listed in Section 1 of this Article shall be granted during the calendar year in which the necessary service has been attained.
- b) For Employees hired on or after 1/1/2012 vacation will be accrued for new employees. Employee will receive monthly accrual at the agreed upon rate effective their first full month of work after hire. For employees in the academy accruals will be posted first full month after graduation from academy.

Section 3. Vacation Limitations/Seniority

- a) Each employee may choose his weeks of vacation leave at any time throughout the fiscal year, except that the Chief shall have the right to limit the number of employees who may be off duty simultaneously.
- b) In the event of a conflict over the choice of vacation weeks, preference shall be given on the basis of seniority, except that any employee who is entitled to more than two (2) weeks of vacation leave, shall not choose additional time beyond the two (2) weeks until every employee who is entitled to a two (2) week vacation has chosen time.

Section 4. Vacation Payout Death Benefit

In the event that an employee is entitled to vacation leave at the time of his death, his dependent survivors shall receive a sum of money that shall be equal to one (1) week's pay for each week of vacation leave due such employee to a maximum of sixty (60) days.

Section 5. Vacation Payout Upon Retirement

In the event that an employee is entitled to vacation leave at the time of his retirement, he shall receive one (1) week of vacation pay for each week of such leave to a maximum of sixty (60) days.

Section 6. Work on Vacation Days

Any employee who works for the Department during his regularly scheduled vacation time shall be paid at the rate of time-and-one half for all such hours, or any portion thereof, worked.

Section 7. Vacation Used on Daily Basis

When an employee elects to take his vacation time on a daily basis, he shall not be entitled to more than three (3) consecutive vacation days at one (1) time. Each request shall be submitted at least two (2) days prior to the day off needed, to allow for staff replacement.

Section 8. Vacation Day Accounting

The method of computing vacation days used and balance due will be changed to reflect a day for day accounting i.e., four (4) days scheduled to work in a work week and a vacation week is

approved and taken – four (4) days will be taken from accrued vacation balance. The amount of payment for weekly wages will remain at 40 hours per work week.

Section 9. Vacation Day Call-in

An employee desiring to take vacation leave in one day increments shall be required to provide his/her supervisor with a minimum of eight (8) hours notice prior to taking vacation leave.

ARTICLE XVI
Sick Leave

Section 1. Accrual of Sick Leave

Each employee shall be entitled to accrue at the rate of one and one-quarter (1 ¼) working days of sick leave with full pay per working month. Any portion of sick leave which has been or shall be unused shall be accumulated up to ninety (90) working days. Each employee’s service prior to the effective date of this Contract shall be credited toward the amount of accumulated sick leave to which such employee is entitled. Whenever any employee exhausts his/her sick leave, such leave may be extended upon the approval of the Chief and Director of Personnel upon application of such employee.

Upon being sworn in as a Police Officer, employees shall be credited with one and one quarter (1 ¼) sick days for each full month he/she was in the Academy.

Section 2. Sick Leave Defined, Undesignated Sick (UDS) Days Defined

Sick leave as used in this Article is defined as absence from work without loss of pay as a result of a bona-fide illness, injury, disability, or pregnancy. However, the City and the Union realize that there may be times when an employee needs a day off from scheduled work for reasons other than sickness, vacation, and other allowed leave with pay. Therefore, the following sick leave time incentive is offered.

- a) “An undesignated sick leave day,” as used in this Article, is defined as absence from work without loss of pay for any reason upon formal notification to the scheduling officer or desk sergeant by the employee.
- b) Each employee may elect to use up to five (5) of his annual accrued sick leave days as “undesignated sick leave days.”
- c) An employee who elects to take an “undesignated sick leave day” shall follow the guidelines listed below:
 - 1) The employee shall notify the desk sergeant prior to the start of the scheduled work shift that he is electing to use an undesignated sick leave day.
 - 2) An employee cannot take more than one (1) “undesignated sick leave day” in a work week.

- 3) An employee cannot take an “undesigned sick leave day” on any contractual Holiday.
 - 4) An employee must have at least five (5) sick leave days prior to taking an “undesigned sick leave day.”
 - 5) “Undesigned sick leave days” will not affect the eighty-four (84) day sick time incentive.
- d) “Undesigned sick leave days” not used, will accumulate, as always, towards the total contractual allotment of fifteen (15) annual sick leave days.

Section 3. Sick Time Donations

A Union may request that sick time donations be made to employees. These donations must be approved by the Personnel Director. Restrictions on amount of time donated, use of time, how often an employee may receive donations, and if donations will be taken is within the sole discretion of the Personnel Director. In no case will an employee be paid out in cash for any time donated to them. Employees must exhaust their accumulated sick leave before being eligible for sick leave donations. All donated time will count toward and not be in addition to the twelve (12) week FMLA entitlement.

Any questions or concerns regarding sick time, FMLA usage, or absences should be referred to the Personnel Director.

Section 3a. Earned Days

- a) Each employee, who after working ninety (90) consecutive work or Academy days without any lost time, due to illness, will accrue one (1) earned day off. This will include: Scheduled days off, vacation days, switches, union days, floating holidays, bereavement leave, military leave, special assignments, training days, and range days. Suspension or termination is not a valid reason for lost time. Injury leave and FMLA leave will stop consecutive count of days toward “perfect attendance” and will resume when the officer returns to work.
- b) Each earned day must be taken within the three (3) month time period that follows and approved according to contractual guidelines for vacation requests.
- c) Each employee hired after 7/1/14, who after working 180 consecutive work or Academy days without any lost time, due to illness, will accrue one (1) earned day off. This will include: Scheduled days off, vacation days, switches, union days, floating holidays, bereavement leave, military leave, special assignments, training days, and range days. Suspension or termination is not a valid reason for lost time. Injury leave and FMLA leave will stop consecutive count of days toward “perfect attendance” and will resume when the officer returns to work.
- d) Each earned day must be taken within the six (6) month time period that follows and approved according to contractual guidelines for vacation requests.

- d) If an officer or supervisor assigned to Patrol Division (excluding Specialized Assignments) works 12 consecutive months in the Patrol Division without using an Undesignated Sick Day or a Sick Day, they will be granted 1 additional day off with pay.

Section 4. Sick Leave Payout

- a) When an employee reaches his ninetieth (90) day maximum accumulation of sick leave, in any fiscal year, a separate accounting shall be maintained in order to provide payment for his base daily rate of pay for each unused sick leave day beyond the ninety (90) days he should have accumulated. The maximum number of days beyond ninety (90) which may be computed at his base daily rate of pay shall be fifteen (15) days in any fiscal year. Such payment shall then erase all accumulated sick leave beyond ninety (90) days for said fiscal year.
- b) Effective for employees hired on or after July 1, 2012, when an employee reaches his ninetieth (90) day maximum accumulation of sick leave, in any fiscal year, a separate accounting shall be maintained in order to provide payment at his base daily rate of pay for ½ of each unused sick leave day beyond ninety (90) days he has accumulated. The maximum number of days beyond ninety (90) which may be computed at his base daily rate of pay shall be seven and one half (7 ½) days for said fiscal year. Such payment shall then erase all accumulated sick leave beyond ninety (90) days for said fiscal year.

Terminal Leave Pay

A. For employees hired before January 1, 2012, upon retirement or death of any employee, such employee or the employee's dependent survivors, as the case may be, shall receive terminal leave pay in lieu of any accumulated sick leave to which he is entitled at the time of his death or retirement. Terminal leave pay shall be computed by dividing the employees weekly base pay by five (5) and then multiplied by the number of accumulated sick leave days to which he/she is entitled to at the time of his death or retirement.

B. For employees hired on or after January 1, 2012, upon resignation, retirement or death, such employee, shall receive terminal leave pay in lieu of any accumulated sick leave to which he is entitled at the time of his death or retirement. Terminal leave pay shall be computed by dividing the employees weekly base pay by five (5) and then multiplied by the number of accumulated sick leave days to which he/she is entitled to at the time of his retirement, and paying one half of this amount, no more than fifty three (53) sick days may be paid out except that any employee with twenty five (25) or more years of City service at retirement or death may be paid out for up to sixty (60) days of accumulated time. In the event of the employee's death his/her beneficiary will receive the full payout of sick time up to ninety (90) days.

The above does not apply if an employee is terminated by the City in which case no sick payout will be made.

- c) Payment for above unused sick leave shall be made in one lump sum in July of the fiscal year following that year in which the payment is for. This payment shall be made in a separate check from usual weekly wages.

Section 5. Physician Certificate

For sick leave in excess of three (3) working days, the Chief may require either a certificate of the attending physician stating that such illness or injury prevents the employee from working, or a medical examination by a physician designated by the Personnel Director and paid for by the Department.

Section 6. Record of Sick Leave Use

A record of sick leave taken and accumulated shall be maintained by the City and a copy of such record shall be posted.

Section 7. Partial Sick Day

If an employee is forced to book off sick after working a portion of a normal work day, sick leave shall be computed to the nearest one-quarter (1/4) of a day.

Section 8. Book On Procedure

Any employee who booked off on a regular sick or undesignated sick leave day, for a working day, shall notify the Department regarding his availability for working his next shift in accordance with the following schedule: midnight to 8:00 a.m. must call by 3:00 p.m. in the preceding afternoon; 8:00 a.m. to 4:00 p.m. by 10:00 p.m. the preceding evening; 4:00 p.m. to midnight must call by noon of the same day the shift is scheduled; 6:00 p.m. to 2: a.m. by noon of the same day the shift is scheduled.

Section 9. Overtime Eligibility

Where an employee is off-duty, sick or on an undesignated sick leave day, or injured for his regularly scheduled department tour of duty, that employee will not be eligible for an extra duty assignment until (12) hours after the regularly scheduled department tour of duty would have been completed had he worked.

Section 10. FMLA

FMLA leave, an employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. The twelve-(12) month period shall be defined as January 1 through December 31.

Any accumulated paid sick leave must be exhausted first in situations where the leave taken by the employee is covered by the FMLA Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks leave of allowable leave. Except in the case of leave for the birth or adoption of a child where an employee using more than six (6)

weeks may choose to have the second six (6) weeks of FMLA leave as unpaid leave even if they have sick time remaining in their bank. A medical certificate acceptable to the City may be required for FMLA leave situations involving the health of the employee or family member. Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if the employee had continued to work.

Expectant mothers may apply for light duty work where a doctor's notice is presented. This will consist of inside work, limiting strenuous activity. The officer may continue working with her squad or be transferred to another light duty assignment if such assignment exists at the Chief's discretion.

Section 11 Light Duty Positions available.

There will always be one (1) light duty position in scheduling for on-duty or off-duty injuries.

For other light duty positions, an injured officer will contact the Chief or his designee in writing and make a request for modified duty if necessary accompanied by medical clearance documentation for the light duty with restrictions clearly noted.

The Chief or his designee will try to respond within two (2) days (Monday-Friday) to the officer. The Chief will post light duty assignments on a sheet each week with its duration and a brief description (for the purpose of determining restrictions); if filled, they will be noted as filled. Availability of light duty at the Meriden Police Department is at the sole discretion of the Chief except as provided above.

If light duty is available and the officer takes it and he/she books off, they will be charged the full amount of hours they have clearance to work.

Section 12

Notwithstanding the foregoing, employees who have used all their designated sick leave may:

- a) Make application for FMLA if qualified and FMLA has not been exhausted while on sick leave.
- b) Request on the appropriate personnel form to borrow sick time from the amount they expect to earn that year.
- c) Make application for an unpaid leave of absence per policy.

No employee has the right to be absent without the above unless there is a documented emergency preventing the employee from complying.

ARTICLE XVII
Injury Leave

Section 1. Injured On Duty

- a) Injury leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties with the City.

- b) Employees will be placed on Workers' Compensation for accepted injuries and Q-Time (unapproved workers' compensation) for non-accepted workplace injuries or Light Duty for work at less than full capacity.

- c) The city shall supplement the Workers' Compensation rate up to the employees base rate of pay for up to eighteen (18) months post-injury, provided that if the employee's treating physician gives an opinion that within six months after the expiration of 18 months the employee will be able to return work, the supplement payment shall be extended for an additional six months up to 24 months total. Thereafter, the employee will receive his workers' compensation only.

Section 2. No Sick Time Deductions

No sick time will be deducted from a police officer's pay pursuant to Article XVI for injuries sustained on the job and supported by a physician's statement.

Employees whose injuries/illnesses are being contested by the City will be charged Q-time, meaning that they will get their regular pay and a Q will appear on their payroll sheet for absences related to the injury. Q-time is either for a contested claim or for a claim where the City has had inadequate time to determine compensability.

Employees whose claims have been contested and receive written notification of such from the City or third party administrator, will have 30 calendar days to file a notice for informal hearing with the Workers' Compensation Commissioner, to refute the contesting of the claim. Employees who have filed such a notice may remain on Q-time until a decision is rendered on the claim. The employee shall make himself available for a medical exam within 30 days of the filing of the form contesting the claim.

Q-time will be changed on an employee's personnel calendar to sick time in the event the Workers' Compensation claim is denied by the commissioner or the employee fails to request a hearing.

Section 3. IOD Light Duty

An employee who has not reached maximum medical improvement and is physically unable to return to regular assigned duties as a result of a compensable injury will be provided, if available, light and/or limited duty assignments as devised by the Chief of Police. All such light and/or

limited duty assignments shall be approved by the treating physician prior to the employee's return to work. Any employee who does not return to light duty or is absent must follow normal time off procedures.

Section 4. Duration of Leave

An employee who has been continuously out for more than 1 year or who has reached maximum medical improvement and is physically unable to return to regular assigned duties as a result of a compensable injury will be separated from work and may enroll in an approved vocational rehabilitation program as outlined in the Workers' Compensation Act with all entitled benefits, or may pursue his right to a disability pension.

Section 5. Compliance with Workers' Compensation Act

Each employee who is injured and/or disabled during the course of and as a result of employment shall comply with all sections of Workers' Compensation Act.

ARTICLE XVIII
Funeral Leave

Section 1. Bereavement Leave Days

All employees shall be granted ten (10) days leave with pay in cases of the death of the employee's spouse or child. All employees shall be granted a five (5) day leave with pay in the case of the death of the employee's sister, brother, mother or father. All employees shall be granted three- (3) day leave with pay in the case of the death of any relative whatever the relationship who lives in the residence of the employee. All employees will receive a two (2) day leave with pay in case of a mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent not residing in the residence of the employee. The aforementioned paid leaves shall start as of the day after the death of the relative and extend thereafter for the five (5), three (3) or two (2) days, whichever is appropriate. The employee will only be paid for days during the funeral leave period when the employee is scheduled to work.

Section 2. Sick Time for Additional Leave

In the event a Police Officer requires additional bereavement time, he may be allowed up to fifteen (15) additional days for a spouse, child or parent. Such time shall be deducted from the Police Officer's accumulated sick leave.

ARTICLE XIX
Uniform Allowance

Section 1. Uniform and Clothing Issue

Each employee who is appointed to the Police Department on or after the effective date of this Contract shall receive the following list of clothing and equipment at the time of his appointment. Upon termination of employment, this equipment shall be returned to the City.

- | | |
|-----------------------------|---------------------|
| 1 Single Breasted Blouse | 1-2 ¼ Inch Gun Belt |
| 1 Winter Coat (Blauer #258) | 1 Security Holster |
| 2 Pair Trousers | 1 Handcuff Case |

3 Shirts-Long Sleeve	1 Pair Handcuffs
3 Shirts-Short Sleeve	1 Key Ring (Flap Type)
1 Rev. Raincoat w/orange inside/hat	1 31" Riot Baton
1 Riot Helmet	1 Gas Mask w/Carrier
(1) 8 Point Winter Hat	2 Blue Knit Ties
(1) 8 Point Summer Hat	1 PR-24 Baton
2 Name Plates	1 Baton Holder
1 Tie Bar	2 Spare Clips w/Case
2 Collar Insignias (M.P.D.)	1 Whistle and Chain
1 Pr. Gloves –Summer	1 Traffic Vest
1 Pr. Gloves – Winter	1 Duty Belt flashlight and holder
1 Arctic Trooper Hat	1 Protective Vest
1 Pair Slush Boots	
1 Dark Blue Jump Suit (w/Police Patch)	
1 – Taser and two (2) replacement cartridges.	

Clothing For New Recruit Only Entering Academy

1 Box of Ammo	2 Dickie Khaki Shirts
1 Hat Badge	2 Dickie Khaki Pants
1 Department Key	1 Breast Badge
1 Blue Non-Hooded Sweat Shirt	Department Approved Firearm

Section 2. Quartermaster System

Effective 7/1/ 2016 all employees with at least 5 years as of 7/1 will get one pair of pants, and one uniform shirt or other uniform items and accoutrements as specified by the Chief of Police up to \$325.00 credit from the city vendor. This will continue so on even years the employee will get one shirt and one pair of pants (up to a \$200.00 credit) and odd years one shirt, one pair of pants and boots (up to \$325.00 value).

Section 3. Lost/Damaged Clothing and Property

The City shall reimburse employees for loss or damage to clothing and/or personal property suffered in the performance of duty provided same is not the result of his own negligence. Such claim of loss must be supported by a receipt for replacement of the item with reasonable proof and of the value of the clothing and/or personal property, or to a maximum of three hundred dollars (\$300.00). Such request must be made within thirty (30) days from loss.

Police Officers may carry personal cell phones, however, no other personal electronic communication devices, lost or damaged will be reimbursed. Cell phones will be reimbursed for actual cost up to two hundred dollars (\$200.00).

Employee must show to City's satisfaction amount actually paid for damaged phone.

Cell phones will only be replaced once per 3 year contract period.

Section 4. Bulletproof Vest Replacement

The Training Officer of the Meriden Police Department shall advise the Chief of Police of the need for bullet-proof replacement vests six months in advance of their expiration date.

Section 5. New Uniforms

If a new uniform is adopted and made mandatory, employees will be supplied with two (2) long sleeved shirts, two (2) short sleeved shirts, two (2) pair of pants, a new uniform belt, and belt accessories from the City’s vendor within one-hundred twenty (120) days of the change.

Section 6.

Members of the bargaining unit may wear Department authorized shorts while working private duty between, and during, the months of April and September.

Section 7.

Police officers who work in Patrol or Patrol type assignments such as NI, SRO, etc. will be allowed to wear a Police Polo shirt between May 1 – October 1 of each calendar year. Polo style is UFX Ultra Light Polo, #K5234 Midnight Navy. They must be worn with the Blauer #8565 (wool blend) pant.

Police officers who choose to wear this shirt and pant instead of the Class B or Class C shirt is required to pay for the purchase.

ARTICLE XX
Leaves of Absence Without Pay

The City may grant leaves of absence without pay to any employee upon his request. Upon the expiration of the approved leave, he shall be reinstated in the position held at the time leave was granted. The Chief and the Director of Personnel shall determine the maximum length and conditions of said leave of absence without pay and the conditions of reinstatement, including a physical examination, if deemed necessary. Seniority shall not accrue during the period of such leave. Leaves of absence shall not be granted under any circumstances to an employee who has accepted permanent full time employment with an employer other than the City of Meriden. Employees on unpaid leave of absence shall not accumulate sick or vacation time, nor will such employees receive paid holidays.

ARTICLE XXI
Insurance

Section 1. Health/Dental/Life Insurance

The City shall provide and pay, minus applicable bi-weekly cost share, for members of the bargaining unit and their families* as follows:

Family includes spouse under a legally existing marriage, with appropriate documentation, dependent children to age 26 or children who are disabled under Social Security guidelines.

- a) The City shall provide and pay, minus applicable cost share, for health insurance as outlined in the attached Appendix for the employee. The contract between the City and the insurance carrier shall be incorporated into this contract for reference purpose only.
- b) High Deductible Health plan (HDP2) (See Appendix A)
- c) Open Access Plus (OAP3) (See Appendix A)
- d) CIGNA Dental PPO - Radius Network
- e) Life insurance, for the employee, shall be provided in the amount of one times the annual salary rounded off to the next lower thousand.

Employees hired after 7/1/12 will only be enrolled in the HSA Plan. The Open Access Plus Plan shall only be offered through June 30, 2016; thereafter, the only health plan available to members shall be the High Deductible Health Plan.

July 1, 2014

- HSA - 50% Funding* (\$2000/\$4000)
- Cost share 9%*/11%
- PPO 18%*/20%

July 1, 2015

- HSA only – 50% Funding (\$2000/\$4000)
- Cost share 10%/12%
- PPO Cost share 18%/20%

July 1, 2016

- HSA – 50% Funding (\$2000/\$4000)
- Cost share 11%/13%
- PPO Cost share 20%/22%

*New employees will receive a prorated portion of the contribution based upon the months enrolled in the plan.

*(the lower co pay in each category is with wellness)

Upon the initial year of an employee's enrollment into the HSA, the City will fund its full contribution in July. For subsequent years the City's contribution will be split half in July, half in January.

Effective 1/1/16 the Closed Express Scripts Rx formulary shall be implemented.

An employee who will be precluded from participating in the HSA bank account because the individual is/will be enrolled in Medicare and/or receives non-preventative medical services from the Veterans Administration in the fiscal year will be enrolled in the PPO Plan as of July 1 of that year and shall pay the difference between the net cost of the HSA (cost less applicable cost-share contribution) and the cost of the PPO.

Wellness

Employees will have multiple ways to earn up to 300 points to achieve the wellness rate by April 30th of each year effective 7/1/15.

Qualifying blood draw which meets the wellness standards set by I H S or first time during full time employment with the City earns 200 points.

Any Preventative visits (OB/GYN or family practitioner) earn a maximum of 100 points.

Other qualifying events only 100 point total will be acknowledged.

- Complete I H S Coaching Program – 25 points – no further gift cards
- 100 points for colonoscopy
- 100 points for mammogram
- 2 dental cleaning 50 points each – maximum 100 points
- Must be in full 100 point increments to qualify

*Members who are unable to meet the standards are allowed to obtain a waiver from Interactive Health Solutions, Inc. (I H S) if they provide a doctor's medical certification regarding inability to medically meet guidelines they would be eligible for the discounted rate.

Section 2. Insurance Carriers/Loss of Service

If the City can provide the equivalent of service and benefits of all insurance coverage as presently provided for in the Article through another Insurance carrier, the City shall have the right to substitute insurance carriers. The change of insurance carriers by the City shall not cause any employee to suffer any loss of present service nor shall any of the present benefits be reduced in any manner than those previously provided. The Union shall notify the City of such loss in service or benefit and the City shall, upon receipt of such notice, immediately reimburse said employee for the loss of service or benefits.

If the City fails to or refuses to immediately reimburse said employees for the loss of service or benefits within seven (7) calendar days, the City shall then immediately reinstate the insurance programs as provided for in this Article. The City shall be required to make employees whole for any loss in service or benefits during this period of time.

Section 3. Vision/Hearing Expenses

There shall be a pool to cover documented vision care, vision related expenses including Lasik surgery, hearing care and hearing aid expenses of active duty police officers. This pool will cover the above noted expenses not provided by the coverage outlined in Sections 1 and 2 above.

1. Employees will submit original receipt(s) showing clearly the amount paid and the provider of the product and/or service and a copy of applicable prescriptions within 90 days of purchasing the products or having the exam. The receipt(s) must be attached to the appropriate form. Forms will be available in Personnel and the Police Chief's office. It is the employee's responsibility to submit the form to Personnel in a timely manner.
2. Receipt(s) can be submitted for all hearing and vision products and services prescribed by a licensed medical provider.
 - a) The benefit for hearing will not exceed \$100 in any two year period, except in the case of a hearing aid which will be reimbursed at a cost up to \$1,500 (fifteen hundred dollars) per hearing aid. The benefit covers up to one hearing aid for each ear during a two-year period. (Example 1/1/2013 – 12/31/2015).
 - b) The benefit for vision will not exceed \$300 in any two-year period. (Example 1/1/2013 – 12/31/2015).

- c) Forms will be processed in Personnel within fifteen (15) working days of stamped receipt. Reimbursement will be made in a separate check within two (2) pay periods after the Personnel Director signs off on the form.
- d) Employees must have valid I-9 forms on file with the City to be eligible for any reimbursement.

Section 4. Coverage of Deployed Armed Services Members

The City and Union agree that an employee who is deployed to active duty during times of war or military conflict will:

- a) Be given the opportunity to continue with the City's health plan at the same cost-share of an active employee for up to one year.
- b) Unless the employee elects to continue with the City's health plan, the employee shall come off the insurance the first month following deployment and be reinstated upon the date of his/her return even if this is before the first of the next month.
- c) At the discretion of the City, insurance may be continued beyond one year of deployment

ARTICLE XXII

Seniority

Section 1. Seniority Determination

The seniority rights of all members of the department shall be based upon the length of service in the department and shall be determined from the date such member or members were officially appointed to the department. Rank seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

Section 2. Appointments/Promotions on Same Date

Whenever more than one person is appointed to the department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by their relative position on the written entrance examination prior to any additional points being added, with the greatest seniority being granted to the individual standing highest on the list amongst those appointed as provided in section 7.2 of the City's Personnel Policy.

Section 3. Seniority Protected

Seniority shall not be broken by temporary demotions, suspension, vacations, sick time, injury leave, layoff, authorized leave of absence, or any call to military service for the duration.

Section 4. Seniority Reinstated

Employees who resign voluntary, or who are discharged for just cause, shall lose all seniority including time in grade for promotional opportunities. Upon rehiring or reemployment, Accruals/wages shall be as for new hire.

Section 5. Minimum Service Time

Employees must have 3 years of service with the department to be considered for special assignment.

ARTICLE XXIII
Union Activity Protected

Except for the right to strike or to withhold services which are hereby prohibited, all other union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizens on issues, which affect the welfare of its members. Provided however, that during negotiations, that neither the City or the Union, nor the representatives of either party shall make any public statement concerning any matter under negotiations, or to report on such matters except when both parties agree to make such a statement or report, or when an impasse in negotiations is reached; further provided that, for the purpose of this article, no such impasse shall be deemed to have been reached until forty-five (45) days following the convening of negotiations.

ARTICLE XXIV
Probationary Period

Section 1. Seniority

To enable the City to exercise sound discretion in filling positions within the Police Department, no appointment to the classification of Police Officers shall be deemed final and permanent until the expiration of a period of twelve (12) months. During such period, the employee shall be on probation and may be discharged by the City for failure to meet the standards of the department in terms of work performance. Such determination is not able to be grieved through the contractual arbitration process.

Section 2. Seniority of Probationary Members

No newly appointed employee shall attain seniority under this agreement until he has been continuously employed in the Department for a period of twelve (12) months and has graduated from the Municipal Police Training Academy or other approved POSTC Academy.

The probationary period shall commence on the date of hire for any certified police officer with 2 years prior police experience. As to all other employees, the probationary period shall commence upon successful completion of the police academy.

Upon completion of this twelve- (12) month probationary period, the employees' seniority shall date back to the time of his original appointment as a regular probationary police officer.

ARTICLE XXVI
Longevity

Section 1. Longevity Pay

Effective July 1, 2014 for employees hired before July 1, 2014

Employees who have completed five years of service on July 1..... \$450.00
Employees who have completed ten years of service on July 1 \$550.00
Employees who have completed fifteen years of service on July 1.... \$650.00
Employees who have completed twenty years of service on July 1.... \$750.00
Employees who have completed twenty-five years of service on July 1...\$800.00

Section 2. Pay Date

Longevity payments shall be paid in the second (2nd) paycheck in July

ARTICLE XXVII
Certification Bonus

Employees hired prior to 12/30/2011, who remain a certified officer with the City of Meriden, shall receive a bonus in the amount of six hundred dollars (\$600.00) in the first pay check in February. A pension deduction will not be made from this check for employees hired prior to April 1, 2003.

A. If an employee who has received this bonus terminates his employment said employee shall reimburse the City 1/12th of the bonus received for each month remaining in the fiscal year. The refund due shall be taken out of the severance pay of the employee.

Employees hired after 1/1/2012 will not receive a certification bonus.

ARTICLE XXVIII
Pension

For employees sworn in as regular probationary Police Officers prior to April 1, 2003 see Standard Benefit Plan Description titled Police Employees Pension Plan, Part II Special Acts, Division 1 Pensions

For employees sworn in as regular probationary Police Officers on or after March 18, 2003 see Standard Benefit Plan Description titled Meriden Municipal Pension Plan.

Health insurance for retirees so entitled shall be described in the document entitled "Retiree Health Insurance Coverage for Police Officers.

For uniformed police officer employees hired on or after July 1, 2012, the exclusive retirement plan, provided by the City for all full time employees shall be a hybrid of the Meriden Municipal Pension Plan and the Direct Contribution Money Purchase Plan qualified under Section 401 (a) of the Internal Revenue Code, outlined in Appendix B. This plan has no health insurance component.

ARTICLE XXIX
Wages

The wages for all employees shall be set forth in the wage schedules attached hereto and shall be increased as follows:

	7/1/14 – 6/30/15	<u>2.5%</u>
	7/1/15 – 6/30/16	<u>2.0%</u>
	7/1/16 – 6/30/17	<u>2.25%</u>

Step B is the normal entering rate
Step C is attained after 6 months of service
Step D is attained one year later
Step E is attained one year later
Step F is attained one year later.

Employees hired and sent to the Police Academy shall be paid hourly and shall not be entitled to the benefits of this contract until they successfully complete the Academy and are sworn in, except that the first step increase for such Police hires shall be six (6) months after their original hire date.

Upon promotion an officer shall be placed at Step E. After six (6) month promotional probationary period, and successful completion thereof he/she shall be moved to Step F.

Any employee entering the department with two (2) or more years of continuous certification as a police officer or with comparative Connecticut certification and two- (2) years experience shall start at Step D. He/she shall still serve a one (1) year probationary period.

| Employees will be paid bi-weekly.

Employees must sign up for direct deposit with the City as a condition of continued employment within thirty (30) days of employment.

ARTICLE XXX
General Provisions

Section 1. Declaration of Invalidity

If any Article or Section of this Contract is declared invalid, for any reasons, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

Section 2. Court Transportation/Reimbursement

The City shall provide transportation, when available, for any member who is required to attend any Court which is outside the City while in the capacity as a Police Officer. In such instances when reimbursed by the Court for mileage said funds shall be turned over to the City.

Section 3. Physical Exams

Each member of the Department shall be given the opportunity to obtain a complete physical examination once every three (3) years for which the City shall arrange and pay the cost.

Section 4. Off-Duty Police Action

Any member of the Department injured or otherwise disabled while making or attempting to make an arrest, or in the performance of any police duty, during his off-duty time shall be entitled to those benefits provided for and in the same manner as provided in Article XVI, Injury Leave.

Section 5. Protective Equipment for Transports

Employees shall not be required to transport persons who are not under Police jurisdiction, when it is known that such person has a history of communicable disease. Whenever such persons are under Police jurisdiction and employees of the Department are required to be in close proximity to such persons, said employees shall be provided with protective equipment and the Department shall use its best efforts to take any and all necessary steps to safeguard the health of said employees. Management shall make available such protective equipment.

Section 6. Safety and Welfare

The Police Department will continue to furnish such equipment as is presently furnished, and whenever possible, furnish such additional equipment that will promote the safety and welfare of the Department members, and aid in the efficient performance of their duties.

Section 7. Emergency Repairs of Vehicles

Employees shall not be required to make any mechanical repairs, oil changes or change flat tires of Department motor vehicles, except in an emergency.

Section 8. Working Outside of Job

Employees shall not be required to perform any function normally done by another City Department, agency, or private concern, except in an emergency.

Section 9. Personnel Files

Employees shall receive a copy of all communications that are to be entered into their personnel files.

Section 10. Fatigue

In order to insure the well being of all fellow officers, enforcement against fatigue while on duty shall be the joint responsibility of Union and Management. An officer who is beginning a third (3rd) continuous eight (8) hour shift shall notify his immediate supervisor at the beginning of the shift. That supervisor will notify the Captain of Patrol or his designee and confer as to the status of that officer. In the event management and/or his immediate supervisor feels that an employee

is showing signs of fatigue, he/she shall be relieved of duty after a mutual decision is reached between the Captain of Patrol and the Officer's immediate supervisor.

Section 11. Union/Management Meetings

In order to improve Department morale and to discuss items of mutual interest, the Union agrees to meet monthly with Management representative selected by the City Manager and Chief of Police. It is felt that frequent Mutual discussion of issues affecting the police officers in the Department will promote better understanding and provide for smoother operation of the Department.

Section 12. Subpoena or Court Appearances

When a member of the bargaining unit is working an entire shift between 11:00 p.m. & 8:00 a.m. receives a subpoena to appear in court he may contact the scheduling officer and request to be placed on special assignment for that tour of duty.

Section 13. Vaccinations Provided by City

Each member of the bargaining unit will be afforded the opportunity to be vaccinated against hepatitis and any other vaccine that can be administered as a safety precaution. The City will pay the cost.

Section 14. Pay for Jury Duty

An employee serving on jury duty on any regularly scheduled workday shall be paid the employee's normal weekly straight-time wage. Employees called into jury duty shall not be required to work portions of that day.

Section 15. Agreement is Gender Neutral

As used in this Agreement, masculine or feminine pronouns shall include reference to either gender.

Section 16. Facial Hair

The Chief has control over grooming standards as they relate to facial hair except employees may have small neatly groomed mustaches or goatees (whether facial hair appears neat is at the discretion of the Chief) neither of which shall interfere with issued safety equipment.

Members electing to grow facial hair shall have a shaving kit readily available in their lockers. Such facial hair must be removed whenever circumstances arise where respiratory protection equipment may be required.

ARTICLE XXXI

Education Incentive and Reimbursement Program

Section 1. Education/Tuition Programs

The City of Meriden Personnel Department's Tuition Reimbursement Program shall be part of this agreement.

Section 2. Education Incentive

After three and one half (3 ½) years of Police Department Service including time at the academy (for this section only), employees shall receive an additional compensation for educational attainment according to the following schedule:

- a. Associates degree, an additional six dollars (\$6.00) per week.
- b. A bachelor's degree, an additional twenty-five dollars (\$25.00) per week.
- c. A Master's degree or other post-graduate degree at an accredited college or University, an additional thirty-five dollars (\$35.00) per week.
- d. If an employee is subsequently promoted he shall continue to receive the additional amount of pay as specified above.

The following provisions are established to govern the administration of the City's Tuition Reimbursement Program:

- e. Applications for reimbursement will only be considered from full time employees.
- f. Applications will be approved only for course work related to the employees' present position or for a position to which he/she may be promoted.
- g. Reimbursement shall be made only for course work completed at accredited public or business trade schools, colleges and universities.
- h. Applications may be considered even if the employee is receiving funds for the same course from another source to the extent such funds do not cover the full cost.
- i. Applications will not be considered if the course work is available to the employee through in-service training conducted by the City.
- j. Tuition costs of one thousand four hundred dollars (\$1,400) for undergraduate courses and two thousand dollars (\$2,000) for graduate courses or less are eligible for 100% reimbursement. The employee must present an official school receipt indicating the cost of tuition for the course prior to enrollment.
- k. Reimbursement shall be made only for course work in which the employee received a grade C or its numerical equivalent or better. Employees must present an official transcript showing the final grade received.
- l. The maximum tuition reimbursement is available once per contract year.

Section 3. Procedure

The following procedure permits the employee to know in advance whether or not the course(s) will be approved for tuition reimbursement, assuming the course is completed with a satisfactory grade.

- a) Employee obtains a "Tuition Reimbursement Application" form and submits it to the Personnel Department.
- b) The Personnel Department views the application. One copy is returned to the employee. The other copy is retained by Personnel.
- c) Within one week after the employee has completed the course and has received his final grade, the employee must submit a copy of the approved request form to the Director of Personnel along with his grade and tuition receipt.
- d) Upon receipt of the completed application form, the Director of Personnel will prepare a service voucher to pay the employee for the amount of the tuition reimbursement.

Section 4. Covered Coursework

Tuition reimbursement may be applied to any subject taken at an accredited University.

ARTICLE XXXII **Extradition**

Section 1. Affiant Participation

When any member of the Bargaining Unit is assigned to an extradition out of state, the affiant on the warrant will participate in the extradition. **Members will be notified at least 24 hours in advance, so they may plan accordingly.**

Section 2. Out of State Extraditions

In the event a member of the Bargaining Unit is assigned to an extradition out of State, and said member is absent from the City of Meriden for a period of time over eight (8) hours, but less than twenty-four (24) hours, said member will receive, in addition to this regular daily eight (8) hours salary, overtime as per FLSA.

Section 3. Pay for Days Off

In the event a member of the Bargaining Unit is assigned to an extradition on his regular assigned day(s) off, said member will be paid time and one-half for all hours engaged in said assignment.

- a) This section will also apply if a member of the Bargaining Unit is assigned to an extradition on his regular working day and said extradition carries over into a regular assigned day off. In this instance, the time and one-half would commence at midnight starting the regular day off.

Section 4. Out of City Expenses

Whenever a member of the Bargaining Unit is required to leave the City of Meriden during his regular tour of duty, said member will be reimbursed for all expenses incurred for such things as meals, tolls, and parking. Receipts for such expenses shall be presented to the Chief's office.

ARTICLE XXXIII
Non-Discrimination

Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, qualified handicap, or political affiliation.

ARTICLE XXXIV
Physical Examinations and Requirements

Section 1: General Provisions

- A) The City may require any employee to undergo a physical examination by a licensed physician should the Police Chief and Personnel Director feel that such examination would be in the best interest of the employee, the Police Department, and the City. The City agrees to pay for such an examination. A copy of the physical examination report should be forwarded to the Personnel Director and shall be placed in the employee's confidential medical file. It is further agreed that this Article shall not be enforced in an arbitrary manner by the City.
- B) The City and the Union agree it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.
- C) The City and the Union agree that if the State of Connecticut Police Officer Training Council established appropriate Police Officer physical training standards, the schedule standards will be included into this contract as they apply to who is eligible and what the requirements are.
- D) Employees may utilize the gym on their lunch periods however; they are on duty and must have all necessary equipment and necessary clothing readily available in the event it is necessary to call them back to duty.

ARTICLE XXXV
Employee Assistance Program

Section 1. Employee Assistance Program Provided

The City shall provide and pay for an Employee Assistance Program for members of the bargaining unit and their families which shall include a peer counseling unit.

The confidential nature of this program will be thoroughly explained and emphasized. There is no paperwork or insurance forms to complete.

Officers learn that the program is available to all members of the officer's family.

There is absolutely no cost to the officer or his family to use the services of the program.

Officers seeking counseling will be seen in a comfortable private setting of the Officer's choice. Confidentiality will be assured.

Posters, wallet cards, brochures and mailings are used to promote the program.

The program is available 24 hours a day and includes Critical Incident Situation Debriefing. There is no limit to the number of times an officer or his family can use the program. There is no limit to the number of sessions a client can be seen for each situation.

Section 2. Meriden Police Officer Stress Team Program

The keys to a successful Stress Team Program are:

Certain Officers are selected and trained to act as peer counselors. They are usually the first level contact for an officer that seeks information or help.

All departmental personnel receive a series of training sessions designed to recognize the signs of stress and what to do about it.

ARTICLE XXXVI

Duration

Section A. The date of July 1, 2014 shall be the effective date of this agreement, unless otherwise noted, within the contract.

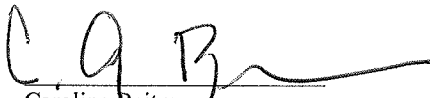
Section B. This agreement shall remain in effect until June 30, 2017, unless otherwise noted.

SIGNATURE PAGE

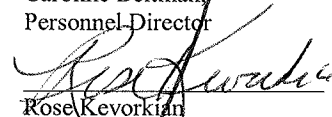
IN WITNESS THEREOF the parties have caused their names to be signed.

THE CITY OF MERIDEN


MERIDEN POLICE UNION
Local #1016/Council 15
AFSCME AFL-CIO



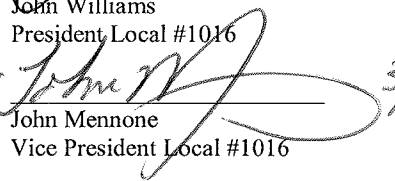
Caroline Beitman,
Personnel Director



Rose Kevorkian
Personnel Department



John Williams
President Local #1016



John Mennone
Vice President Local #1016

3/31/16

Date: 3/31/16

POLICE WAGE SCALE 1/1/15

			Step B	Step C	Step D	Step E	Step F
			Probation	6 months	1.5 years	2.5 years	3.5 years
Range							
33A	Officer	Hourly 40	23.25	24.36	32.25	33.83	35.38
		Weekly	930.00	974.40	1,290.00	1,353.20	1,415.20
		Annual	48,360.00	50,668.80	67,080.00	70,366.40	73,590.40
		OT Rate (37.5)	37.20	38.98	51.60	54.13	56.61
33B	Detective	Hourly 40					37.16
		Weekly					1,486.40
		Annual					77,292.80
		OT Rate (37.5)					59.46
33C	Police Sergeant	Hourly 40				37.16	38.92
		Weekly				1,486.40	1,556.80
		Annual				77,292.80	80,953.60
		OT Rate (37.5)				59.46	62.27
33D	Detective Sergeant	Hourly 40				38.92	40.88
		Weekly				1,556.80	1,635.20
		Annual				80,953.60	85,030.40
		OT Rate (37.5)				62.27	65.41
33E	Police Lieutenant	Hourly 40				40.88	42.81
		Weekly				1,635.20	1,712.40
		Annual				85,030.40	89,044.80
		OT Rate (37.5)				65.41	68.50
33F	Detective Lieutenant	Hourly 40				42.81	44.97
		Weekly				1,712.40	1,798.80
		Annual				89,044.80	93,537.60
		OT Rate (37.5)				68.50	71.95
33G	Police Captain	Hourly 40				44.97	47.10
		Weekly				1,798.80	1,884.00
		Annual				93,537.60	97,968.00
		OT Rate (37.5)				71.95	75.36

Reflects 2.5% increase from 7/1/14

PRIVATE DUTY RATE 56.61
PRIVATE DUTY DOUBLE TIME 70.76

POLICE WAGE SCALE 7/1/15

			Step B	Step C	Step D	Step E	Step F
			Probation	6 months	1.5 years	2.5 years	3.5 years
33A	Officer	Hourly 40	23.72	24.85	32.90	34.51	36.09
		Weekly	948.80	994.00	1,316.00	1,380.40	1,443.60
		Annual	49,337.60	51,688.00	68,432.00	71,780.80	75,067.20
		OT Rate (37.5)	37.95	39.76	52.64	55.22	57.74
33B	Detective	Hourly 40					37.90
		Weekly					1,516.00
		Annual					78,832.00
		OT Rate (37.5)					60.64
33C	Police Sergeant	Hourly 40				37.90	39.70
		Weekly				1,516.00	1,588.00
		Annual				78,832.00	82,576.00
		OT Rate (37.5)				60.64	63.52
33D	Detective Sergeant	Hourly 40				39.70	41.70
		Weekly				1,588.00	1,668.00
		Annual				82,576.00	86,736.00
		OT Rate (37.5)				63.52	66.72
33E	Police Lieutenant	Hourly 40				41.70	43.67
		Weekly				1,668.00	1,746.80
		Annual				86,736.00	90,833.60
		OT Rate (37.5)				66.72	69.87
33F	Detective Lieutenant	Hourly 40				43.67	45.87
		Weekly				1,746.80	1,834.80
		Annual				90,833.60	95,409.60
		OT Rate (37.5)				69.87	73.39
33G	Police Captain	Hourly 40				45.87	48.04
		Weekly				1,834.80	1,921.60
		Annual				95,409.60	99,923.20
		OT Rate (37.5)				73.39	76.86

Reflects 2.0% increase from 1/1/15

PRIVATE DUTY RATE 57.74
PRIVATE DUTY DOUBLE TIME 72.18

POLICE WAGE SCALE 7/1/16

			Step B	Step C	Step D	Step E	Step F
			Probation	6 months	1.5 years	2.5 years	3.5 years
Range							
33A	Officer	Hourly 40	24.25	25.41	33.64	35.29	36.90
		Weekly	970.00	1,016.40	1,345.60	1,411.60	1,476.00
		Annual	50,440.00	52,852.80	69,971.20	73,403.20	76,752.00
		OT Rate (37.5)	38.80	40.66	53.82	56.46	59.04
33B	Detective	Hourly 40					38.75
		Weekly					1,550.00
		Annual					80,600.00
		OT Rate (37.5)					62.00
33C	Police Sergeant	Hourly 40				38.75	40.59
		Weekly				1,550.00	1,623.60
		Annual				80,600.00	84,427.20
		OT Rate (37.5)				62.00	64.94
33D	Detective Sergeant	Hourly 40				40.59	42.64
		Weekly				1,623.60	1,705.60
		Annual				84,427.20	88,691.20
		OT Rate (37.5)				64.94	68.22
33E	Police Lieutenant	Hourly 40				42.64	44.65
		Weekly				1,705.60	1,786.00
		Annual				88,691.20	92,872.00
		OT Rate (37.5)				68.22	71.44
33F	Detective Lieutenant	Hourly 40				44.65	46.90
		Weekly				1,786.00	1,876.00
		Annual				92,872.00	97,552.00
		OT Rate (37.5)				71.44	75.04
33G	Police Captain	Hourly 40				46.90	49.12
		Weekly				1,876.00	1,964.80
		Annual				97,552.00	102,169.60
		OT Rate (37.5)				75.04	78.59

Reflects 2.25% increase from 7/1/15

PRIVATE DUTY RATE	59.04
PRIVATE DUTY DOUBLE TIME	73.80